

SOLICITATION AMENDMENT

ARIZONA

DEPARTMENT OF CORRECTIONS
1601 WEST JEFFERSON AVE
PURCHASING, MAIL CODE 55302
PHOENIX, ARIZONA 85007

SOLICITATION NO. DC050116

AMENDMENT NO. 1

SOLICITATION DUE DATE: October 19, 2004

BUYER: Dale Allen

A SIGNED COPY OF THIS AMENDMENT MUST BE RECEIVED BY THE DEPARTMENT OF CORRECTIONS.

THIS SOLICITATION IS AMENDED AS FOLLOWS:

FOD NO. DC050116, Dishwasher, Conveyor for ASPC-Florence**This bid is hereby cancelled in its entirety.****The requirements for this solicitation will not be
rebid.****ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY.**

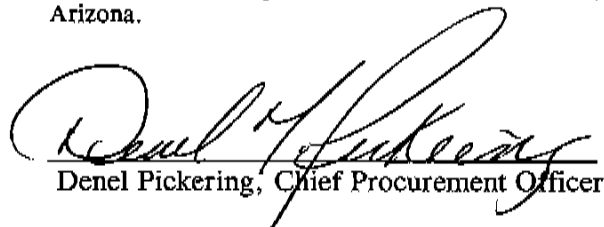
Vendor hereby acknowledges receipt and
and understanding of above amendment.

The above referenced Solicitation Amendment is hereby
executed this 4th day of October, 2004 at Phoenix,
Arizona.

Signature _____ Date _____

Typed Name and Title _____

Name of Company _____


Denel Pickering, Chief Procurement Officer



STATE OF ARIZONA

REQUEST FOR QUOTATION

FAX ON DEMAND

QUOTATION NUMBER DC050116DUE DATE October 19, 2004 AT 5:00 P.M. M.S.T.

MAILING ADDRESS:
ARIZONA DEPARTMENT OF CORRECTIONS
1601 W. JEFFERSON, MAIL CODE 55302
ATTN: CENTRAL PURCHASING UNIT
PHOENIX, ARIZONA 85007

HAND DELIVERY - OVERNIGHT MAIL
ARIZONA DEPARTMENT OF CORRECTIONS
1645 W. JEFFERSON
4th FLOOR, SUITE 4401
PHOENIX, ARIZONA 85007

An on-site has been scheduled. See Special Terms and Conditions, Page 1, Item 1.2 for details.

In accordance with A.R.S. § Title 41, Chapter 23 A.A.C.R.2-7-336; quotations for the materials or services specified will be received by the Department of Corrections, at the above specified location, until the time and date cited.

Quotations must be in the actual possession of the Department of Corrections on or prior to the time and date, and at the location indicated above. Late quotations will not be considered.

All quotations must be completed in ink or typewritten, delivered to the above address. Quotations may also be returned via facsimile to 602-364-3780. Additional instructions for preparing a quotation are provided in Instruction for Quotations.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE QUOTATION.

REQUESTING AGENCY: Arizona State Prison Complex - FlorenceMATERIAL, SERVICE AND/OR CONSTRUCTION: Dishwasher, ConveyorCONTRACT TYPE: Firm Fixed PriceCONTRACT TERM: Single Requirement

A handwritten signature in black ink, appearing to read "Dale Allen".

BUYER: Dale Allen

(602) 542-1172
PHONESeptember 30, 2004
DATEA handwritten signature in black ink, appearing to read "Denel Pickering".
DENEL PICKERING. CHIEF PROCUREMENT OFFICER

OFFER AND ACCEPTANCE**ARIZONA DEPARTMENT
OF CORRECTIONS****QUOTATION NO.****DC050116****OFFER**

SUBMIT THE ORIGINAL OF THIS FORM TO THE DEPARTMENT OF CORRECTIONS, 1601 WEST JEFFERSON, MAIL CODE 55302, PHOENIX, ARIZONA 85007.

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

SALES TAX PERCENT: ____ % (See Instructions for Quotations, Paragraph 4.)

Arizona Transaction (Sales) Privilege Tax

For clarification of this offer, contact:

License No.: _____

Name: _____

Federal Employer Identification

Phone: _____

No.: _____

Fax #: _____

Company Name

Signature of Person Authorized To Sign Offer

Address

Printed Name

City

State

Zip

Title

Small business certification: Vendor is _____ /is not _____ a small business (less than 100 employees _____ or has gross revenues of \$4 million or less _____.)

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the State.

Dishwasher, Conveyor for ASPC-Florence

This contract shall henceforth be referred to as Contract No. DC050116. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor has received purchase order or contract release document.

State of Arizona, Department of Corrections
Awarded this ____ Day of _____ 2004

Denel Pickering, Chief Procurement Officer

STATE OF ARIZONA

Instructions For Quotations

1. **SUBMISSION:** Quotations shall be signed where applicable and received as designated on the cover page no later than as indicated.
2. **OPENING:** This is an informal Quotation which will not be read at a public opening; however, the information may be publicly reviewed after an award.
3. **STANDARD PROVISIONS:** The State of Arizona's Uniform General Terms and Conditions where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the Department of Corrections, Purchasing Office.
4. **TAXES:** The State of Arizona is exempt from Federal Excise Tax, including Federal Transportation Tax, Sales Tax, if any, should be indicated as a separate item.
5. **QUOTE REJECTION:** The State reserves the right to reject any, or all, Quotations, combinations of items, or lot, and to waive defects or informalities.
6. **BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any Quotation which proposes like a quality, design or performance will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your Quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request for Quotation.
7. **ERASURES:** Erasures, interlineations or other modifications must be initialed by the individual signing the Request for Quotation.
8. **UNIT PRICE:** In case of error in the extension prices in the Quotation, the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
9. **PAYMENT DISCOUNT:** Payment discount periods will be computed from the date of receipt of materials or services or correct invoice, whichever is later, to the date State's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the Quotation price in determining the low quote. However, the State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **SOURCE SELECTION:** This procurement is restricted to small business. A small business is one that, including its affiliates is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full time employees or which has gross receipts of less than \$4 million in its last fiscal year.
11. **SOURCE SELECTION CLARIFICATION:** Source Selection will apply only if Small Business Requirements under A.R.S. §41-2535, R2-7-335 are applicable for dollar amounts between \$1,000.00 and \$25,000.00

SPECIAL TERMS AND CONDITIONS

ARIZONA

DEPARTMENT OF CORRECTIONS

SOLICITATION NO. DC050116**PAGE NO. 1****1 SPECIAL TERMS AND CONDITIONS****1.1 Purpose**

1.1.1 Pursuant to provisions of the Arizona Procurement Code, A.R.S. § 41-2501, et. seq., the State of Arizona intends to establish a contract for **Dishwasher, Conveyor for ASPC-Florence.**

1.2 On-Site Meeting

1.2.1 An On-Site Meeting will be held at 10:00 a.m on October 13, 2004, at the Arizona State Prison Complex -Florence. The purpose of this inspection is for the visual evaluation of the required bid task and familiarization with the facilities prior to submitting a bid. No further on-site inspection will be held at any other time.

Any bidder wishing to attend the inspection at the facility should contact Tammy Clark at (520) 868-4011 ext. 5015 by no later than 12:00 p.m., October 8, 2004.

Please be prepared to give the following information: Name of person(s) attending, social security number(s) and date(s) of birth. Anyone wishing to attend must get prior approved clearance before entering a state prison. Attenders **shall not** wear orange clothing while on state prison property.

1.3 Questions, Clarifications or Interpretations

1.3.1 Any doubt as to the requirements of the Invitation for Bid or any apparent omissions or discrepancies shall be presented to the Department of Corrections Purchasing Office in writing. The Department will then determine the appropriate action necessary, if any, and issue a written amendment to the Invitation for Bid.

1.3.1.1 Any questions relating to the solicitation should be sent to the following:

Address: 1601 W. Jefferson, Mail Code 55302,
Phoenix, AZ 85007

Phone: 602-542-1172

Fax: 602-364-3780

1.4 Delivery

1.4.1 As delivery will be an important consideration in awarding this bid, vendor shall indicate his best delivery time below:

Delivery time: _____ days after receipt of Purchase Order.

SPECIAL TERMS AND CONDITIONS**SOLICITATION NO. DC050116****ARIZONA
DEPARTMENT OF CORRECTIONS
PAGE NO. 2****1.5 Delivery Acceptance**

1.5.1 Delivery shall be accomplished between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday only, except holidays.

1.6 Brand Name

1.6.1 Reference made to items, identified by trade name, is intended to show kind and quality of products desired and is not intended to be restrictive or limit competition. The use of brand names or manufacturer's catalog references shall be construed as quality level, method and type of performance and does not indicate that item cited is mandatory. **Products substantially equivalent to those designated shall qualify for consideration.**

1.7 Descriptive Literature

1.7.1 Vendor shall identify items, with manufacturer's name and catalog/model number. In addition, vendor shall furnish descriptive literature, including technical specifications of items other than specified and must identify any variances to facilitate comparison of bids.

1.7.2 Failure to submit descriptive literature or to identify any variances may result in bid disqualification.

1.8 Term of Contract

1.8.1 The term of any resultant contract should commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, canceled or extended, as otherwise provided herein.

1.9 Price Reduction

1.9.1 A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

1.10 Warranty

1.10.1 Vendor shall submit complete warranty information. Information shall include repair/replacement policies and location of nearest factory authorized service center to the F.O.B. locations.

1.11 Cancellation

1.11.1 The Department of Corrections reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of this contract. The Department of Corrections will issue written notice to the contractor for acting or failing to act as in any of the following:

SPECIAL TERMS AND CONDITIONS**SOLICITATION NO. DC050116****ARIZONA
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PAGE NO. 3**Cancellation Cont'd

- The contractor provides material that does not meet the specifications of this contract;
- The contractor fails to adequately perform the services set forth in the specifications of this contract;
- The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- The contractor fails to progress in the performance of this contract and/or gives the Department of Corrections reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the Department of Corrections. Failure on the part of the contractor to adequately address all issues of concern may result in the Department of Corrections resorting to any single or combination of the following remedies:

- Cancel any contract;
- Reserve all rights or claims of damage for breach or any covenants of the contract;
- Perform any test or analysis on materials for Compliance with the specifications of this contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;

In case of default, the Department of Corrections reserves the right to purchase materials or to complete the required work in accordance with the Arizona Procurement Code. The Department of Corrections may recover any actual excess costs from the contractor or by:

- Deduction from unpaid balance;
- Collection against the bid and/or performance bond, or;
- Any combination of the above or any other remedies as provided by law.

SPECIAL TERMS AND CONDITIONS

ARIZONA

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SOLICITATION NO. DC050116**PAGE NO. 4****1.12 CRIPA**

1.12.1 The Arizona Department of Corrections (ADC) entered into an agreement with the Department of Justice regarding the matter of United States of America vs. Department of Corrections, et al. (Civil Action No. 97-476-PHX-ROS). The agreement affects all correctional and non correctional staff with female inmate contact, including contract providers.

1.12.1.1 The areas that impact the contract are: 1) backgrounds on existing staff; 2) stringent pre-employment screening practices for future staff; 3) pre-service and in-service training; 4) mandatory staff participation in sexual misconduct investigations; and 5) minimization of one on one situations where a female inmate and male staff are alone together.

THE AGREEMENT REQUIRES:

1.12.1.2 Background checks on all current non-correctional staff with female inmate contact. Any staff that has been convicted of or pled guilty to any felony charge from contact with a female inmate will be removed from their position.

1.12.1.3 All future staff with significant female inmate contact will require extensive pre-employment screening.

1.12.1.4 All ADC contractors will now be required to provide for each new applicant: 1) a complete background questionnaire to include drivers license number and record, past employment, past education, references, criminal arrest and criminal record; 2) be fingerprinted and screened by the Federal Bureau of Investigations; 3) NCIC/ACIC records check including law enforcement agency check or agencies where applicant has lived; 4) military discharge status; 5) investigation of whether applicant has ever worked in ADC prisons, and if so, whether they were the subject of investigations and allegations of inappropriate staff-inmate behavior; and, 6) tests to access personality to be scored by a professional psychologist.

1.12.1.5 ADC will perform the background checks at no charge to the contractor, however, the contractor is responsible for the psychological testing, analysis, and personal interviews that may be required as a result of an appeal and submission of the scoring/report for review by the Department, prior to finalization of the hiring process.

SPECIAL TERMS AND CONDITIONS**SOLICITATION NO. DC050116****ARIZONA
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PAGE NO. 5**CRIPA Cont'd

- 1.12.1.6 All current and future contract staff will be required to view a video describing inappropriate staff-inmate behavior. There will be a requirement that all staff will acknowledge in writing viewing of the video. ADC will provide the video to contract providers.
- 1.12.1.7 Pre-employment training will include at least eight (8) hours of specific topics relating to inappropriate staff-inmate behavior. ADC's video will be included in the curriculum. (Subject to clarification at a later date by the parties to the agreement, the training may be made part of the New Employee training to be provided within the first sixty (60) days of employment.)
- 1.12.1.8 ADC will provide the selected contractor with a copy of the lesson plan for their use. The plan will include the topics and procedural changes affecting staff working with female inmates. In-service training covering inappropriate staff-inmate behavior and viewing of video. The number of hours for in-service will be determined at a later date.
- 1.12.1.9 ADC will also provide a copy of the lesson plan for use by the contractor.

1.13 Safety Standards

- 1.13.1 All items supplied on this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

1.14 Insurance

- 1.14.1 The successful contractor will be required to provide the following Certificate of Insurance within five (5) days after receipt of written notice of intent to award this contract. The contractor must furnish the State, certification from insurer(s) for coverage in the minimum amounts as stated below. The coverage shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other contractor obligations.

SPECIAL TERMS AND CONDITIONS**SOLICITATION NO. DC050116****ARIZONA
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PAGE NO. 6**Insurance Cont'dGENERAL LIABILITY INCLUDING

COMPREHENSIVE FORM
PREMISES OPERATIONS
CONTRACTUAL
INDEPENDENT CONTRACTOR
PRODUCT/COMPLETED OPERATIONS HAZARD
PERSONAL INJURY
BROAD FORM PROPERTY DAMAGE
EXPLOSION AND COLLAPSE (If applicable)
UNDERGROUND HAZARD (If applicable)

LIMITS OF LIABILITY
MINIMUM - EACH OCCURRENCE

BODILY INJURY

Per Person	\$ 1,000,000
Each Occurrence	\$ 2,000,000
Property Damage	\$ 1,000,000

OR

Bodily Injury

AND

Property Damage

Combined	\$ 1,000,000
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Comprehensive Auto Liability
Including Owned, Hired and
Non-Owned

Same as above

Umbrella Liability

Necessary if underlying
not above minimum

SPECIAL TERMS AND CONDITIONS**SOLICITATION NO. DC050116****ARIZONA
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PAGE NO. 7**Insurance Cont'd

Worker's Compensation of
Employer's Liability
Statutory (each accident) \$ 500,000

Other, if any - personal liability

State of Arizona, its Departments, Boards and Commissions must be added as additional insurers, as required by Statute, Contract or other request. It is agreed that any insurance available to the contractor shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. THE INSURANCE CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

Insurance

The successful contractor, will have five (5) days after receipt of written notice to submit a copy of the attached Certificate of Insurance, form DOC221A.

NOTE: No other Certificate of Insurance Form is acceptable. A copy of complete DOC221A must be forwarded to:

Arizona Department of Corrections
Central Purchasing Unit, MC 55302
1601 W. Jefferson
Phoenix, Arizona 85007

ATTENTION: Contract DC050116

1.15 Notice Warning

1.15.1 Any person who takes into or out of or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property or packages.

Definition A.R.S. § 13-2501:

SPECIAL TERMS AND CONDITIONS**SOLICITATION NO. DC050116****ARIZONA
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PAGE NO. 8****1.16 Contraband**

1.16.1 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.)

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or
- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

1.17 Rejection of Bids

1.17.1 The Arizona Department of Corrections, at its discretion may reject any and/or all bids.

1.18 Evaluation

1.18.1 This contract shall be awarded to the lowest, responsive, responsible vendor meeting the minimum specifications and requirements set forth in this Request for Quotation, including criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for the specified purpose.

1.19 Eligible Agencies

1.19.1 Any contract resulting from this solicitation shall be for the exclusive use of the Arizona Department of Corrections.

1.20 Invoicing

1.20.1 A legible and detailed invoice shall be provided by the vendor upon delivery. The invoice shall reference at a minimum, the Department's purchase order number, description, part number and the correct discounted price including applicable taxes.

SPECIAL TERMS AND CONDITIONS**SOLICITATION NO. DC050116****ARIZONA
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PAGE NO. 9****1.21 Product Discontinuance**

1.21.1 In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion, may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

1.21.2 A formal announcement from the manufacturer that the product or model has been discontinued.

1.21.3 Documentation from the manufacturer that names the replacement product or model.

1.21.4 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

1.21.5 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

1.21.6 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

1.22 Energy Efficient Product

1.22.1 In order to comply with new legislation, A.R.S. 34-451, Energy Conservation Standards for State Buildings, amended April 2003; vendors shall submit products that bear the ENERGY STAR label or Federal Energy Management Program (FEMP) recommended products.

1.22.2 All applicable equipment offered shall bear the ENERGY STAR label and meet the ENERGY STAR specifications for energy efficiency (ARI210/240) or be FEMP recommended. Vendor shall submit this literature with return bid.

1.23 Serial Numbers

1.23.1 Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the contract term, the Department of Corrections reserves the right to reject any altered equipment.

SPECIAL TERMS AND CONDITIONS

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DEPARTMENT OF CORRECTIONS

SOLICITATION NO. DC050116**PAGE NO. 10****1.24 Rules and Regulations**

1.24.1 Attention of the bidders is called to the requirements of the document Rules and Regulations for Non-Employees of the Department of Corrections in an Arizona State Prison Complex, which are bound herein and which shall be adhered to in all respects.

1.24.2 The last page of the Rules and Regulations document requires a signature, acknowledging having read and understood both of the above mentioned documents. This document shall be furnished to the successful vendor.

1.24.3 Should the owner require signatures of other parties such as subcontractor or persons directly or indirectly employed by the contractor, it shall be the contractor's responsibility to obtain such signatures. The signed document must be submitted within ten (10) days of notification of intent to award.

1.25 Millennium Compliance**1.25.1 Hardware, Software, or Firmware Contracts:**

1.25.1.1 Notwithstanding any other warranty or disclaimer of warranty in this contract, the contractor warrants that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date/time data (including but not limited to calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this contract properly exchanges date/time data with it. If this contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. This warranty shall survive the expiration or termination of this contract. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this contract. In addition, the defense of force majeure shall not apply to the failure of the contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

SPECIAL TERMS AND CONDITIONS**SOLICITATION NO. DC050116****ARIZONA
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PAGE NO. 11****Millennium Compliance Con't****1.25.2 Contracts not involving Hardware, Software or Firmware:**

- 1.25.2.1 Notwithstanding any other warranty or disclaimer of warranty in this contract, the contractor warrants that all products delivered and all services rendered under this contract shall comply in all respects to performance and delivery requirements of the specifications and shall not adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this contract. In addition, the defense of force majeure shall not apply of the contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

SPECIFICATIONS**SOLICITATION NO. DC050116****ARIZONA
DEPARTMENT OF CORRECTIONS
PAGE NO. 12****2 TASK**

2.1 Vendor is requested to provide pricing to furnish, deliver and install the herein specified **Dishwasher, Conveyor, F.O.B., Destination, freight prepaid** at the following Arizona Department of Corrections location:

2.1.1 Arizona State Prison Complex-Florence
1305 E. Butte Avenue
Florence, AZ 85232
Attn: Physical Plant Warehouse

3 GENERAL SPECIFICATIONS/REQUIREMENTS

3.1 Single-Tank Rack Conveyor Dish Machine, to include the following minimum requirements:

3.1.1 **Design:** Fully automatic high-temperature single-tank rack type dishwasher.

3.1.2 **Construction:** Tank and chamber shall be constructed of 16 gauge stainless steel, arc-welded. Unitized, welded stainless steel tank, frame, and legs. Chamber, control box, door, and front trim panels shall be polished, satin finish.

3.1.3 **Specifications:** Dishwasher to run right to left. Dish machine shall have external water release valve. All exposed fasteners shall be tamper-proof or security screws. Manufacturers shall supply special tool to the institution for security screws/fasteners.

3.1.4 **Motors:** Grease-packed ball bearings, splash proof, ventilated. Power rinse 2 H.P. each, voltage 480/60/3 phase with 115V pilot circuit. Motor controls shall be mounted and wired to common electrical point.

3.1.5 **Electric Tank Heat:** Dishwasher to be provided with electric immersion heaters. Heaters to be inter-wired at the factory. Heaters to be controlled by solid state controls with positive low water and no water protection.

3.1.6 **Conveyor Speed/Width:** Speed to be a minimum of 7.0 feet per minute. Conveyor width a minimum of 19 3/4" X 19 3/4"

3.1.7 **Thermometers:** Shall be furnished with top mounted dial thermometers mounted in a stainless steel enclosure. All plumbing above the machine to be chrome plated.

3.1.8 **Water Fill:** Machine to have manual and automatic fill.

SPECIFICATIONS**SOLICITATION NO. DC050116****ARIZONA
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PAGE NO. 13**General Specifications/Requirements Cont'd

3.1.9 **Capacity:** Machine to have a minimum capacity of 252 racks per hour.

3.1.10 **Prison Package:** Shall consist of Lexan thermometer covers, tamper proof screws on the unit and controls, hook mounted curtains, lockable control box and welded door handles.

3.1.11 **Warranty:** Machine to have full one year warranty on parts, labor and include mileage against manufacturer's defects.

3.1.12 **Venting Requirements:** Vendor shall identify in their return bid any special exhaust venting requirements for the dish machine other than standard, which entails attaching existing vent cowls from dirty and clean end of machine. Pricing shall be shown separately on the price sheet where identified.

3.1.13 **Additional Equipment:**

- 3.1.13.1 Conveyor Stop Switch
- 3.1.13.2 (2) each stainless steel vent hoods
- 3.1.13.3 (1) each table limit switch
- 3.1.13.4 (1) each 3/4" brass pressure regulator select capacity chart, chrome finish, removable stainless steel pan, s/s rod pan support

Hobart Model C54A or Equal

Vendor Offers:

Mfg: _____

Model: _____

3.2 **Installation to include:**

- 3.2.1 Disconnect of old machine
- 3.2.2 Install new machine
- 3.2.3 Physical plant personnel will be responsible for connecting the electric to the new machine.

PRICE SHEET

ARIZONA

DEPARTMENT OF CORRECTIONS

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4	<u>PRICING</u>	<u>UNIT PRICE</u>
4.1	Dishwasher	\$ _____
4.2	Installation	\$ _____
4.3	Special Venting Requirements	\$ _____
	Sub-Total	\$ _____
	Tax	\$ _____
	Total	\$ _____

NOTICE:

The vendor acknowledges that all products delivered and all services rendered under any contract resulting from this solicitation shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related Year 2000 issues. The vendor further acknowledges that the defense of force majeure shall not apply to its failure to perform specification requirements as a result of any date-related data Year 2000 issues.

SALES TAX PERCENT: _____%, (See Uniform Instructions to Offerors for Formal Solicitation, Paragraph 3.10.)

PROMPT PAYMENT DISCOUNT: The price(s) quoted herein can be discounted by: _____%, if payment is made within _____ days.

PLEASE CHECK THE APPROPRIATE SELECTION BELOW THAT APPLIES TO YOUR COMPANY:

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> 0. Non-Small/Non-Minority/Non-Disabled | <input type="checkbox"/> 1. Small Business | <input type="checkbox"/> 2. Minority Owned Business | <input type="checkbox"/> 3. Women Owned Business |
| <input type="checkbox"/> 4. Owned By Disabled Individual | <input type="checkbox"/> 5. Small Business/Minority Owned | <input type="checkbox"/> 6. Small Business/Women Owned | <input type="checkbox"/> 7. Small Business/Disabled Owner |
| <input type="checkbox"/> 8. Minority-Women Owned Business | <input type="checkbox"/> 9. Disabled-Minority Owner Business | <input type="checkbox"/> 10. Disabled-Women Owned Business | <input type="checkbox"/> 11. Small Business/Minority-Women Owned |
| <input type="checkbox"/> 12. Small Business/Disabled-Minority Owned | <input type="checkbox"/> 13. Small Business/Disabled-Minority-Women Owned | | |

**CERTIFICATE OF INSURANCE****SOLICITATION NO. DC050116**

ARIZONA STATE
DEPARTMENT OF CORRECTIONS
1601 W. Jefferson
MC #55302
PHOENIX, ARIZONA 85004

VENDOR**COMPANY****COMPANIES AFFORDING
COVERAGE****Current
A.M. Best
Rating****LETTER****NAME AND ADDRESS OF INSURANCE AGENCY:****A****B****NAME AND ADDRESS OF INSURED:****C****D**

This is to Certify that the Policies of Insurance listed below have been issued to the Insured Named above for the Policy period indicated.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YR)	POLICY EXPIRATION DATE (MM/DD/YR)	LIMITS (.000)
	GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Occurrence- Claims Made <input checked="" type="checkbox"/> Owner's & Contractors Prot. <input checked="" type="checkbox"/> Per Project <input checked="" type="checkbox"/> Product/Completed Operations				Commercial Aggregate Products-Comp/OP AGG. \$ _____ Personal & ADV. Injury \$ _____ Each Occurrence \$ _____ Fire Damage (Any One Fire) \$ _____ Med. Expenses (Any One Person) \$ _____
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Auto <input checked="" type="checkbox"/> All Owned Autos <input checked="" type="checkbox"/> All Owned Autos (Other than Priv. Pass) <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos Garage Liability				Bodily Injury (Per Person) \$ _____ Bodily Injury (Per Accident) \$ _____ Property Damage \$ _____
	PROFESSIONAL LIABILITY <input type="checkbox"/> Type _____ <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Each Occurrence \$ _____ Aggregate \$ _____
	EXCESS LIABILITY <input checked="" type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form				Each Occurrence \$ _____ Aggregate \$ _____
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				Statutory Limits Each Accident \$ _____ Disease-Policy Limit \$ _____ Disease-Each Employee \$ _____
	Builders Risk				
	Other				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

STATE OF ARIZONA AND THE DEPARTMENT NAMED ABOVE ARE ADDED AS ADDITIONAL INSURERS AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

CERTIFICATE HOLDER/ADDITIONAL INSURED
 Arizona Department of Corrections
 1601 W. Jefferson, M/C 55302
 Phoenix, AZ 85007

AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY

SIGNATURE _____

DATE _____

ATTACHMENT**ARIZONA
DEPARTMENT OF CORRECTIONS****RULES AND REGULATIONS FOR NON-EMPLOYEES OF
DEPARTMENT OF CORRECTIONS IN ARIZONA STATE PRISON****SOLICITATION NO. DC050116****PAGE NO. 3**

The following Arizona Revised Statutes dealing with inmate and non-staff member relationships require your strict adherence at all time during your stay at the Arizona State Department of Corrections.

ARS 31-204 Interest of employee and non-employee in contracts, gifts to or for prisoner: penalty

- A. No non-staff member shall be interested in any contract or purchase made by anyone for or on behalf of the prison, or receive, directly or indirectly, compensation for his services other than prescribed by the administrator of the institution, nor shall he receive any compensation whatever for any act or services he performs for or on behalf of a contractor, or any agent or employee of a contractor.
- B. No non-staff personnel, without permission of the administrator shall make a gift or present to or receive a gift from an inmate, or barter or deal with an inmate.
- C. Any person violating this section shall be discharged from office or service, and every contractor, or employee or agent of a contractor, shall not be permitted to act or serve again as such contractor, agent or employee.

ARS 31-231 Unauthorized communication with prisoners: penalty

A person not authorized by law who, without the permission of the officer in charge of the state prison, communicates with a person imprisoned or detailed therein, or who takes any letter, writing, literature or reading matter to or from a person imprisoned or detained therein, is guilty of a misdemeanor.

Signature

Date

ATTACHMENT**ARIZONA
DEPARTMENT OF CORRECTIONS****RULES AND REGULATIONS FOR NON-EMPLOYEES OF
DEPARTMENT OF CORRECTIONS IN ARIZONA STATE PRISON****SOLICITATION NO. DC050116****PAGE NO. 2**

4. All persons are prohibited from introducing medication drugs into the institution grounds unless such a medication has been properly prescribed by a licensed physician and is in the original prescription container.
 - A. Medications of a stimulate nature, i.e., Dexedrine, Preludins, Tenuate or any other appetite suppressant or any hypnotic-type drug, are specifically prohibited on institution property. Persons who are taking this type of medication prior to coming to the institution will report this fact to the Shift Commander, prior to reporting to their authorized area.
 - B. Persons taking medications of the tranquilizer class, i.e., Valium, Librium, Miltown or any of the anti-depressant class, i.e., Sinequan, Triavil, Elavil or any mood modifying drug of any type; Pain medications i.e., Percodan, Percocet, hydrocodone (Vicodin), Tylenol with codine, propoxphene, etc., will report this fact to the Shift Commander prior to going to their authorized area. Possession of these types of drugs on prison grounds will be limited to that amount necessary during one eight hour shift.
 - C. Personnel taking any other class of medication i.e., antihistamines, antihypertensives, anticholingerics, etc., are limited in the introduction of only such amount of medication as will be required during the period of one eight hour shift, and the fact will be reported to the Shift Commander.
1. Any deviation from this policy must be cleared with the warden of the unit. Persons violating this policy may subject themselves to eviction from institution property and/or prosecution.

NOTE: If anyone loses or has stolen any personal items in his possession, the institution will attempt to retrieve the items, but cannot guarantee the return thereof nor provide reimbursement.

ATTACHMENT**ARIZONA
DEPARTMENT OF CORRECTIONS****RULES AND REGULATIONS FOR NON-EMPLOYEES OF
DEPARTMENT OF CORRECTIONS IN ARIZONA STATE PRISON****SOLICITATION NO. DC050116****PAGE NO. 1****POLICY STATEMENT:**

While the institution recognizes the need of non-staff personnel to have in their possession certain personal items, limits are necessary for the security and safe operation of the institution.

PROCEDURES:

1. All persons entering the institution are subject to search prior to entry and while on the grounds of the institution. All non-staff personnel will, at all times, remain in their authorized area under the direction of the project coordinator.
2. Persons are allowed the materials necessary for the performance of their duties.
3. All non-staff personnel may have in their possession the following:
 - A. A wallet with normal contents, ie.,
 1. photos and personal papers.
 2. currency not to exceed \$20.00 (Twenty Dollars). Excess will be reported to the shift commander prior to entry.
 3. no credit cards or checkbooks are allowed.
 - B. Handkerchief and comb.
 - C. Tobacco products and smoking apparatus for normal daily use.
 - D. Keys as necessary (auto and home). Fingernail clipper.
 - E. Confectionary items (gum, candy, etc.)
 - F. Watch and rings.